



Public Service Commission of South Carolina
Tariff Summary Sheet as of May 29, 2009

Access Point, Inc.

Tariff Service: Long Distance

This document is the complete version of the tariff on file and contains the following approved revisions. Detailed information is available for each revision on the Commission's E Tariff website (<http://etariff.psc.sc.gov>).

Revision	Date Filed	Effective Date	# of Pages
E2009-140	5/21/09	5/29/09	6
<u>Summary:</u> Introduces PrimaryAccess-V service			
E2008-403	11/19/08	11/25/08	5
<u>Summary:</u> Files Expiration of Term Plan Options; and increases directory assistance			

Access Point, Inc.
1100 Crescent Green, Suite 109
Cary, North Carolina 27511
Issued by: Richard E. Brown, President

SC P.S.C. Tariff No. 4
Original Sheet 1

Issued: 05/12/04

Effective: 06/08/04

*(This tariff, SC P.S.C Tariff No. 4,
cancels and replaces in its entirety,
the current tariff on file, SC P.S.C Tariff No. 1)*

TITLE SHEET

SOUTH CAROLINA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by Access Point, Inc. ("API"), with principal offices at 1100 Crescent Green, Suite 109, Cary, North Carolina 27511. This tariff applies for services furnished within the State of South Carolina. This tariff is on file with the South Carolina Public Service Commission, and copies may be inspected, during normal business hours, at the company's principal place of business.

Access Point, Inc.
1100 Crescent Green, Suite 109
Cary, North Carolina 27511
Issued by: Richard E. Brown, President

SC P.S.C. Tariff No. 4
Original Sheet 2

Issued: 04/04/07

Effective: 04/09/07

**CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS AND
BILLING AGENTS**

- | | | |
|----|------------------------------|------|
| 1. | Concurring Carriers | None |
| 2. | Connecting Carriers | None |
| 3. | Other Participating Carriers | None |
| 4. | Billing Agents | None |

Access Point, Inc.
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 Issued by: Jason Brown, Regulatory Affairs

SC P.S.C. Tariff No. 4
 5th Revised Sheet 3
 Cancels 4th Revised Sheet 3

Issued: May 22, 2009

Effective: May 28, 2009

CHECK SHEET

Sheets listed below, inclusive of this tariff, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

SHEET	REVISION		SHEET	REVISION	
1	Original		25	2 nd Rev.	
2	Original		26	1 st Rev.	
3	5 th Rev.	*	26.1	Original	
4	1 st Rev.		27	Original	
5	Original		28	2 nd Rev.	
6	Original		28.1	Original	
7	Original		28.2	Original	
8	Original		28.3	1 st Rev.	*
9	Original		29	3 rd Rev.	
10	Original		30	3 rd Rev.	*
11	Original		31	Original	
12	Original				
13	Original				
14	Original				
15	Original				
16	Original				
17	Original				
18	1 st Rev.				
19	1 st Rev.				
19.1	Original				
20	Original				
21	Original				
22	Original				
23	Original				
24	1 st Rev.	*			

* - indicates those sheets included with this filing

Issued: 07/22/04

Effective: 07/22/04

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TARIFF FORMAT

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be page 11.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1
 - 2.1.1
 - 2.1.1.A
 - 2.1.1.A.1
 - 2.1.1.A.1.(a)
 - 2.1.1.A.1.(a).I
 - 2.1.1.A.1.(a).I.(i)
 - 2.1.1.A.1.(a).I.(i).(1)
- D. Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current Revision Number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on Commission file.

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SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (C)** Changed regulation
- (D)** Delete or discontinue
- (I)** Change resulting in an increase to a customer's bill
- (M)** Moved from another tariff location
- (N)** New
- (R)** Change resulting in a reduction to a customer's bill
- (T)** Change in text or regulation but no change in rate or charge

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to API's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable API to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

Commission - Used throughout this tariff to mean the South Carolina Public Service Commission.

Customer - The person, firm, corporation or other legal entity which orders the services of API and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Company or API - Used throughout this tariff to mean Access Point, Inc., a North Carolina corporation.

Holiday - New Year's Day, ML King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day. Holidays shall be billed at the off peak rates.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by API for telecommunications between points within the State of South Carolina. Resale services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in Commission rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company reserves the right to examine the credit record and check the references of all applicants and Customers prior to accepting the service order. The service application shall not in itself obligate the Company to provide services or to continue to provide service if a later check of applicant's credit record is, in the opinion of the Company, contrary to the best interest of the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement.

Any marketing efforts will clearly indicate to potential customers the nature of the transaction which is being offered. Materials submitted to prospective customers will clearly indicate that those customers will be changing their long distance carrier if they accept such solicitation. As a telephone utility under the regulation of the Commission, API does hereby assert and affirm that as a reseller of intrastate telecommunications services it shall not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and it shall comply with those marketing procedures, if any, set forth by the Commission. Additionally, API shall be responsible for the marketing practices of its contracted telemarketers and for their compliance with this provision. API understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the State of South Carolina. The Company does not own any switching, transmission or other physical facilities in South Carolina.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

- 2.1.1** The services provided by API are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.
- 2.1.2** The rates and regulations contained in this tariff apply only to the resale services furnished by API and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of API.
- 2.1.3** API reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.2 Use of Services

- 2.2.1** API's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.
- 2.2.2** The use of API's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3** The use of API's services without payment for service or attempting to avoid payment by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4** API's services are available for use 24 hours per day, seven days per week.
- 2.2.5** API does not transmit messages, but the services may be used for that purpose.
- 2.2.6** API's services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.2.7** Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.8** The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Liability of the Company

- 2.3.1** The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 2.3.2** The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 2.3.3** No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 2.3.4** The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.
- 2.3.5** The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Liability of the Company, (Cont'd.)

- 2.3.6** The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
- 2.3.7** The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Responsibilities of the Customer

- 2.4.1** The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 2.4.2** The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by API on the Customer's behalf.
- 2.4.3** If required for the provision of API's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to API.
- 2.4.4** The Customer is responsible for arranging access to its premises at times mutually agreeable to API and the Customer when required for API personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of API's services.
- 2.4.5** The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of API's equipment to be maintained within the range normally provided for the operation of microcomputers.
- 2.4.6** The Customer shall ensure that the equipment and/or system is properly interfaced with API's facilities or services, that the signals emitted into API's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, API will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to API equipment, personnel or the quality of service to other Customers, API may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, API may, upon written notice, terminate the Customer's service.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Responsibilities of the Customer, (Cont'd.)

- 2.4.7** The Customer must pay API for replacement or repair of damage to the equipment or facilities of API caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.
- 2.4.8** The Customer must pay for the loss through theft of any API equipment installed at Customer's premises.
- 2.4.9** If API installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.
- 2.4.10** The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Cancellation or Interruption of Services

- 2.5.1** Without incurring liability, upon fifteen (15) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the Customer, or a reasonable time, API may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:
- 2.5.1.A** For nonpayment of any sum due API for more than twenty five (25) days after issuance of the bill for the amount due,
- 2.5.1.B** For violation of any of the provisions of this tariff,
- 2.5.1.C** For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over API's services, or
- 2.5.1.D** By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting API from furnishing its services.
- 2.5.2** Without incurring liability, API may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and API's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 2.5.3** Service may be discontinued by API without notice to the Customer, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer authorization codes, when API deems it necessary to take such action to prevent unlawful use of its service. API will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.
- 2.5.4** The Customer may terminate service upon thirty (30) days oral or written notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Credit Allowance

- 2.6.1** Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in 2.3 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's facilities.
- 2.6.2** No credit is allowed in the event that service must be interrupted in order to provide routine service quality or related investigations.
- 2.6.3** Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company or in the event that the Company is entitled to a credit for the failure of the facilities of the Company's Underlying Carrier used to furnish service.
- 2.6.4** Credit for interruption shall commence after the Customer notifies the Company of the interruption or when the Company becomes aware thereof, and ceases when service has been restored.
- 2.6.5** For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.6.6** No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.6.7** The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit Formula:

$$\text{Credit} = \frac{A}{720} \times B$$

"A" - outage time in hours

"B" - monthly charge for affected activity

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.8 Deposits

The Company does not normally require deposits. However the Company reserves the right to collect an amount not to exceed 2 months estimated charges as a deposit from Customers whose credit history is unacceptable or unknown to the Company. Deposits, if required, will be collected and maintained in accordance with Commission rules.

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2.9 Payment and Billing

2.9.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt.

2.9.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, presubscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, presubscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. The initial billing may, at Company's option, also include one month's estimated usage billed in advance. Thereafter, charges based on actual usage during a month and any accrued interest will be billed bimonthly in arrears.

2.9.3 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company in writing within the applicable statute of limitations. No credits, refunds, or adjustments shall be granted if demand therefore is not received by the Company in writing within such limitation period.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.12 Taxes and Fees

- 2.12.1** All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff.
- 2.12.2** To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.12.3** The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), the Presubscribed Interexchange Carrier Charge (PICC), and compensation to pay telephone service providers for the use of their pay telephones to access the Company's service.

2.11 Late Charge

A late fee of 1.5% monthly or the amount otherwise authorized by law, whichever is lower, may be added to any unpaid balance brought forward from the previous month's billing date.

2.12 Returned Check Charge

A fee of \$20.00 will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written, however, the charge may equal but not exceed the rate allowed by S.C. Code Annotated Section 34-11-70.

Issued: November 19, 2008

Effective: November 25, 2008

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.13 Expiration of Term Plan Options

At the expiration of the initial term as specified in a Customer Specific Term Plan, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party in accordance with the agreement terms. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term plan shall survive such termination.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 Computation of Charges

- 3.1.1** The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute which is applied to each minute. Calls are measured in the increments as set forth in the Rates Section herein. All calls are rounded up to the next whole increment.
- 3.1.2** Where mileage bands appear in a rate table, rates for all calls are based upon the airline distance between the originating and terminating points of the call, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates. The vertical and horizontal (V & H) coordinates for each exchange and the airline distance between them will be determined according to industry standards.
- 3.1.3** Timing begins when the called station is answered and two way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up. API will not bill for uncompleted calls.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.2 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

1100 Crescent Green, Suite 109
Cary, NC 27511
(888) 215-2131

Any objection to billed charges should be reported promptly to API. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled; provided, however, in the event that the Company has wilfully overcharged any Customer, the Company shall refund the difference, plus interest, as prescribed by the Commission.

All Customer complaints are subject to the jurisdiction of the Commission which may be contacted at the following address and telephone number:

State of South Carolina
Public Service Commission
PO Drawer 11649
Columbia, SC 29211
800-922-1531

If a Customer accumulates more than Five Hundred Dollars (\$500.00) of undisputed delinquent API 800/888 Service charges, the API Resp. Org. reserves the right not to honor that Customer's request for a Resp. Org. change until such undisputed charges are paid in full.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.3 Level of Service

A Customer can expect end to end network availability of not less than 99% at all times for all services.

3.4 Billing Entity Conditions

When billing functions on behalf of API or its intermediary are performed by local exchange telephone companies or others, the payment of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. API's name and toll-free telephone number will appear on the Customer's bill.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.5 Service Offerings

3.5.1 1+ Dialing

The customer utilizes "1+" dialing, or "10XXX" dialing followed by "1 + ten digits" for interLATA calls, or dials "10XXX" followed by "1 + 7 digits" or "1 + 10 digits" for intraLATA calls.

3.5.2 Travel Cards

The Customer utilizes an 11 digit "800" or "888" access number established by API to access a terminal. Upon receiving a voice prompt, the Customer uses push button dialing to enter an identification code assigned by the Company, followed by the ten digit number of the called party.

3.5.3 800/888 Service (Toll free)

This service is a direct access, incoming only, usage sensitive WATS offering. This is a service whereby a Customer can be billed at reduced rates for calls to his premises.

3.5.4 Local Calls and Directory Assistance.

Local calls will not be accepted or completed. API does not provide local directory assistance. Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for listings within the originating area code and 1 + (area code) + 555-1212 for other listings. When more than one number is requested in a single call, a charge may apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published.

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Access Point, Inc.
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Cary, North Carolina 27511
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SC P.S.C. Tariff No. 4
2nd Revised Sheet 25
Cancels 1st Revised Sheet 25

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SECTION 4 - RATES

4.1 1+ Dialing and Toll Free

4.1.1 [Reserved for Future Use]

(M)

4.1.2 [Reserved for Future Use]

(M)

4.1.3 Business Access

Rate Per Minute based on Term Commitment

Month to Month	One Year Term	Two Year Term	Three Year Term
\$0.087	\$0.085	\$0.083	\$0.081

6 second increments, 18 second minimum

Monthly Fees: \$2.95 per Toll-Free Number

** Certain material previously located on this sheet now found on Sheet 28.2.*

SC P.S.C. Tariff No. 4
1st Revised Sheet 26
Cancels Original Sheet 26

Effective: 07/22/04

(M)

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(N)

(M)

(M)

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SC P.S.C. Tariff No. 4
Original Sheet 26.1

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SECTION 4 - RATES, (CONT'D.)

4.1 1+ Dialing and Toll Free, (Cont'd.)

(N)

4.1.7 Home Access

\$0.105 per minute

6 second increments, 18 second minimum

Monthly Service Fee: \$4.95

Toll Free Monthly Fee: \$2.95

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(N)

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SECTION 4 - RATES, (CONT'D.)

4.2 Travel Cards

4.2.1 Americard

\$.25 per minute

6 second increments, 30 second minimum

4.3 Term Plan Discounts

One Year Term	2%
---------------	----

Two Year Term	5%
---------------	----

Three Year Term	8%
-----------------	----

Available for Business Access, Corporate Access, Optimum Access; and Americard and 800 Pass in conjunction with Business, Corporate and Optimum Access.

Early Cancellation Penalties:

Business Access	\$50 per month remaining in term
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Corporate Access	\$50 per month remaining in term plus all monthly fees for remaining term
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Optimum Access	\$500 per month remaining in term
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SECTION 4 - RATES, (CONT'D.)

4.4 Association Discounts

Available to members of Associations, Affinity Groups or other groups which endorse API.
Discount determined on monthly basis on aggregate monthly revenue as follows:

<u>Total Billed Revenue</u>	<u>Discount</u>
\$0 - 24,999	1%
\$25,000 - 49,999	2%
\$50,000 - 74,999	3%
\$75,000 - 99,999	4%
\$100,000 plus	5%

4.5 Directory Assistance Charges

A charge per number requested will be \$1.99.

(I)

4.6 Returned Check Charge

\$25.00

4.7 Reconnection Charge

\$25.00

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SECTION 4 - RATES, (CONT'D.)

4.8 Grandfathered Services

(N)

4.8.1 Corporate Access

(M)

\$.14 per minute

6 second increments, 18 second minimum

Minimum Usage: \$50 per month

Monthly Fees: \$5 per month service fee
\$5 for 1st 800/888 number
\$2 for each additional

4.8.2 800 Pass

800 Service with Individual Personal Identification Numbers (PIN)

Switched Access: \$.16 per minute

Dedicated Access: \$.13 per minute

6 second increments, 30 second minimum

Monthly Fees: \$5 per PIN

(M)

** Material found on this sheet previously located on Sheet 26.*

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SC P.S.C. Tariff No. 4
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SECTION 4 - RATES, (CONT'D.)

4.8 Grandfathered Services, (Cont'd.)

(N)

4.8.3 American Home

(M)

Peak \$.24 per minute
Off Peak \$.10 per minute

6 second increments, 30 second minimum

Peak: 7am to 7 pm, Monday - Friday
Off Peak: All other hours

Monthly Fees: \$5 for 1st 800/888 number
\$2 for each additional

4.8.4 Home Office

Peak \$.19 per minute
Off Peak \$.12 per minute

6 second increments, 30 second minimum

Peak: 8 am to 5 pm, Monday - Friday
Off Peak: All other hours

Monthly Fees: \$5 for 1st 800/888 number
\$2 for each additional

(M)

** Material found on this sheet previously located on Sheet 25.*

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SECTION 4 - RATES, (CONT'D.)

4.9 Credit Card Convenience Fee

The Company will assess a Credit Card Convenience fee to recover certain costs associated with certain operational issues relating to the provisioning and billing of credit card services. This charge will apply when a Customer requests to pay their invoice via a credit card.

Credit Card Convenience Fees:	Monthly
\$100 & below	\$1.95
\$101 - \$200	\$3.00
\$201 - \$300	\$6.00
\$301 - \$400	\$9.00
\$401 - \$500	\$12.00
\$501 - \$600	\$15.00
\$601 - 700	\$18.00
\$701- 800	\$21.00
\$801 - \$900	\$24.00
\$901 - \$999	\$27.00
\$1000 & above	Multiply charge amount by .03
Example: \$1000 X .03 = \$30.00	

4.10 PrimaryAccess-V

IntraLATA and Intrastate/Toll Free
 Per Minute

\$0.069

(N)
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 (N)

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SECTION 5 - MAXIMUM RATES

5.1 800/888 Service

5.1.1 800 Pass

\$0.30 per minute

Monthly Fees: \$10.00 per pin

5.2 Reconnection Charge

\$25.00

(I)

5.3 1+ Dialing

5.3.1 American Home

\$0.25 per minute

Monthly Fees: \$10.00 for 1st 800/888 number
\$ 4.00 for each additional

5.3.2 Home Office

\$0.25 per minute

Monthly Fees: \$10.00 for 1st 800/888 number
\$ 4.00 for each additional

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SECTION 5 - MAXIMUM RATES, (CONT'D.)

5.3 1 + Dialing, (Cont'd.)

5.3.3 Home Access

\$0.25 per minute

Monthly Service Fee:	\$10.00
Toll Free Monthly Fee:	\$ 6.00

5.4 Primary Access-V

IntraLATA and Intrastate/Toll Free
Per Minute

\$0.14

(N)
|
|
(N)

5.5 Returned Check Charge

\$25.00

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SECTION 5 - MAXIMUM RATES, (CONT'D.)

5.6 Credit Card Convenience Fee

Credit Card Convenience Fees:

Monthly

\$100 & below	\$1.95
\$101 - \$200	\$3.00
\$201 - \$300	\$6.00
\$301 - \$400	\$9.00
\$401 - \$500	\$12.00
\$501 - \$600	\$15.00
\$601 - 700	\$18.00
\$701- 800	\$21.00
\$801 - \$900	\$24.00
\$901 - \$999	\$27.00

\$1000 & above Multiply charge amount by .03

Example: \$1000 X .03 = \$30.00

(N)

(N)